Contract NO. 2023-ERGS-XSTL-LW-056

Subcontract for Construction of C7-C8 precast beam, C1-C8 bridge deck and ancillary structure at km139+003 bridge
Km139+003 桥 C7-C8 预制梁、C1-C8 桥面板及附属结构作业分包合同

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK

BEOGRAD-Novi Beograd

Party B :TERACO I FASADNA DOO KANJIŽA

2.2Composition of Subcontract
2.2 分包合同的构成
2.2.1This Subcontract and Appendixes;
2.2.1 本分包合同及附件；

2.2.2Execution Design Drawings and Technical Specifications;
2.2.2 执行设计图纸和技术规范；

2.2.3Work Instructions from Supervising Engineer (if any);
2.2.3 监理工程师的工作指导书（如有）；

2.2.4The managing documents of Party A, meeting minutes, and contact sheets of both parties.
2.2.4 甲方管理文件、会议记录、双方联系表。

3.The Subcontract Price
3.分包价格
3.1 This is a subcontract with a fixed unit price. The subcontract price includes all engineering costs for the full performance of this subcontract, as well as the direct and indirect costs incurred by Party B for completing the subcontract projects.
3.1 这是一个固定单价的分包合同。分包价包括为全面履行本分包合同的所有工程费用，以及乙方为完成分包合同工程而产生的直接和间接费用。

3.1.1Party B fully confirms the adequacy and sufficiency of the Subcontract Price. The Subcontract Price is based on the data, its verification and interpretation, required information, inspection, and all relevant matters and other implied data available to Party B.
3.1.1 乙方充分确认分包价格的充分性。分包价格基于乙方可获得的数据、其验证和解释、所需信息、检查以及所有相关事项和其他隐含数据。

3.1.2 When Party B signs the contract, Party B has fully understood the market price of personnel, materials and machinery and equipment required for the project, and the risk cost caused by factors such as price changes and material scarcity has been included in the subcontracting price.
3.1.2 乙方签订合同时，乙方充分了解本工程所需人员、材料及机器设备的市场价格，价格变动、材料稀缺等因素造成的风险成本已包含在分包价格中。

3.1.3Party B confirms that he has entered into this Subcontract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.
3.1.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本分包合同。

3.2 The Subcontract Price is 176,145.71 euros (without VAT) (in words: One hundred seventy-six thousand one hundred forty-five point seven one and 71/100 euros) (See the Price List in Appendix 2 for details). VAT shall be calculated according to the Serbian VAT law.
3.2 分包价格为 176,145.71 欧元（不含增值税）（大写：壹拾柒万陆仟壹佰肆拾伍点柒壹欧元 ）（详见附件 2 价格表）； 增值税应根据塞尔维亚增值税法计算；

3.2.1The Subcontract Price includes all the taxes and fees except VAT. Party A has no obligation of paying any taxes and fees to Party B, no matter if there is any tax-changing that occurs during the period of Subcontract performance, even though the taxes are related to the Works.
3.2.1 分包价格包括除增值税外所有税费。 甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

4. Method of Quantity Measurement and Payment

4. 计量及支付方式

4.1 Measurement: The measurement period is once a month (when the measurement conditions are met). Before the 24th to the 28th of each month, Party B shall prepare and submit the measurement book as required by Party A. Party A shall approve or revise the measurement book submitted by Party B before the 7th of next month.

4.1 计量：计量周期为一个月（当满足计量条件时）。每月 24 至 28 号前， 乙方按甲方要求编制计量书。甲方应在下月 7 号前对乙方提交的计量书进行批准或修改。

4.2 Interim Payment: After the approval of the Measurement Book, Party B starts to apply for the interim payment certificate. Party A will pay or deduct the services provided by Party A to Party B and/or the services provided by Party B to Party A and/or Party B's liquidated damages and/or Party A's liquidated damages in accordance with the subcontract. The Interim Payment Certificate is to be paid within 15 days from the day of issuance.

4.2 中期付款：在计量书批准后，乙方开始申请中期付款证明。 甲方将根据分包合同对甲方向乙方提供的服务和/或乙方向甲方提供的服务和/或乙方的违约金和/或甲方的违约金进行支付或扣除，中期支付证书将在签发之日将在 15 个工作日内支付。

4.3 Party B shall provide Party A with an official invoice according to Party A's requirement. Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of the invoice issued.

4.3 乙方应按甲方要求向甲方提供正式发票。应按照发票开具之日塞尔维亚国家银行的中间汇率以第纳尔（rsd）支付。

4.4Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.

Party B's bank account: 205-352016-79 KOMERCIJALNA BANKA, AD, BEOGRAD

4.4 乙方应提交甲方财务部门要求的相应文件。因乙方原因导致付款延迟的，甲方不承担任何责任。

乙方银行账户：205-352016-79 KOMERCIJALNA BANKA, AD, BEOGRAD

4.5 Advance payment/预付款

No advance payment for this work.

本工程无预付款。

4.6 Final payment: After the project is completed, Party B starts to apply for the final payment certificate. Party A will pay or deduct the services provided by Party A to Party B and/or the services provided by B to Party A and/or Party B's liquidated damages and/or Party A's liquidated damages according to the subcontract, and the final payment certificate will be Payment will be made within 15 working days from the date of issue.

4.6 终期付款：工程完工后，乙方开始申请终期付款证明。 甲方将根据分包合同对甲方向乙方提供的服务和/或乙方向甲方提供的服务和/或乙方的违约金和/或甲方的违约金进行支付或扣除，终期支付证书将在签发之日将在 15 个工作日内支付。

4.7 Retention money: Starting from the first interim payment, Party A shall deduct 5% of the contract value of the works executed in each period from the interim payment certificate, and the retention money will not generate interest.

After the expiration of the defect notification period, Party B shall apply to Party A for refund of the retention money, and Party A shall verify with Party B within 14 days whether Party B has completed the defect liability stipulated in the subcontract. Once Party A confirms that there is no objection to the completed project within the above 14 days, Party A shall return the retention money to Party B within 14 days from the date of confirmation.

4.7 保留金：从第一期中期付款开始，甲方应从中期付款证书中扣除每期执行的工程合同价值的 5%，保留金不产生利息。
在缺陷通知期届满后，乙方应向甲方申请退还保留金，甲方应在 14 天内与乙方核实乙方是否已完成分包合同规定的缺陷责任。一旦甲方在上述 14 天内确认对已完成的工程没有异议，在确认之日起的 14 天内，甲方应将保留金退还给乙方。

4.8 The measurement book submitted by Party B to Party A shall include supporting documents related to measurement, which shall meet the requirement that Party A's application for payment to the Employer. The supporting documents that should include but are not limited to construction logs, submission of RIA (request for inspection and approval), measurement books, test reports, etc. The provision of these measurement documents is one of the measurement conditions, If Party A is unable to apply for payment to the Employer due to Party B's reasons, Party A has the right to delay the measurement or file a claim against Party B.
4.8 乙方向甲方提交的计量书应包括计量相关支撑文件，应满足甲方向发包方申请付款。应包括的支撑文件包括但不限于施工日志、提交 RIA（request for inspection and approval）、计量书、试验报告等，提供这些计量这些文件是计量条件之一，若因乙方原因造成甲方无法向发包人申请付款，甲方有权延迟计量或向乙方提出索赔。

4.9 Performance Guarantee/ 履约保证
Before this Subcontract is signed, Party B shall issue an acceptable Promissory Note (the guarantee amount of the Promissory Note is 5% of the Subcontract Price,8,807.29euros)
本合同签订前，乙方应开具的可接受的期票(期票担保金额与为分包合同价格的 5%，即 8,807.29 欧元)。
The Promissory Note provided by Party B shall be registered at the National Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list of deposited authorized signatures issued by the commercial bank. with "unconditionally and irrevocably" clause.
乙方提供的期票应通过商业银行在塞尔维亚国家银行登记，并附有商业银行签发的经核实的汇票授权和存款授权签名清单。 带有"无条件且不可撤销"的条款。
Party A shall return the promissory note to Party B within 7 days after Party B has fulfilled its obligations under this subcontract.
甲方应在乙方履行完本分包合同规定的义务后 7 天内将期票退还给乙方。

5. Works Schedule
5. 工期
5.1 The deadline for completion of all work under this subcontract is November 15, 2023. After signing this subcontract Party B is obliged to mobilize machinery and equipment to start works in accordance with Party A's instructions.
5.1 完成本分包合同所有工作的截止日期为 2023 年 11 月 15 日。签订合同后，乙方有义务按照甲方指示调动机器及设备开始施工。

5.2 Extension of the Time for Completion: The Time for Completion could be extended if any delay is caused by force majeure or the delay was caused by Party A. Extension could be permitted if any extension instruction is issued by the Supervising Engineer and/or Party A, which is directly connected with the scope of work of Party B. Party A must issue an extension order if the delay was caused by Party A. If the delay is caused by Party B, no extension will be granted.
5.2 竣工时间的延长：如因不可抗力或甲方造成的延误，竣工时间可予以延长。如监理工程师和/或甲方发出任何与乙方的工作范围直接相关的延期指令，则可允许延期。如果延误是由甲方造成的，甲方必须发出延期令。如果延误是由乙方造成的，则不予延期。

5.3 Party B signs this Subcontract based on a full understanding of Party A's dynamic plan. Party B shall carry out the works strictly following Party A's dynamic plan. If the work progress is behind the dynamic plan, Party A will send notice to Party B to take acceleration measures, if Party B's work progress fails to meet the requirements after being warned twice, Party A has the right to take back all or part of the works for self-